

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL
PRIORITY MAIL CONTRACT 137

Docket No. MC2015-73

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL CONTRACT 137 (MC2015-73)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2015-111

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF
FILING ERRATA TO REQUEST**
(August 5, 2015)

The United States Postal Service hereby provides notice of filing a corrected Attachment B to its request, which was originally filed in this docket on July 27, 2015. Attachment B contains the redacted shipping services contract. The Postal Service's original filing inadvertently included the wrong redacted contract attached as Attachment B. The correct redacted contract for Attachment B is attached to this pleading.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorneys:

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Chief Counsel, Pricing and Product Support

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August 5, 2015

**SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND**

REGARDING PRIORITY MAIL SERVICE

This contract for shipping services is made by and between [REDACTED] ("Customer"), a corporation organized and existing under the laws of [REDACTED] with its principal office at [REDACTED] and the United States Postal Service ("the Postal Service"), an independent establishment of the Executive Branch of the United States Government established by the Postal Reorganization Act, Public Law 91-375, with its principal office at 475 L'Enfant Plaza, SW, Washington, DC 20260. The Postal Service and Customer are referred to herein collectively as the "Parties" and each as a "Party."

WHEREAS, it is the intention of the Parties to enter into a Shipping Services Contract ("SSC") that will benefit the Postal Service, the postal system as a whole, and Customer, and that will comply with the requirements of Title 39 United States Code, as amended by the Postal Accountability and Enhancement Act of 2006,

NOW, THEREFORE, the Parties agree as follows:

I. Terms

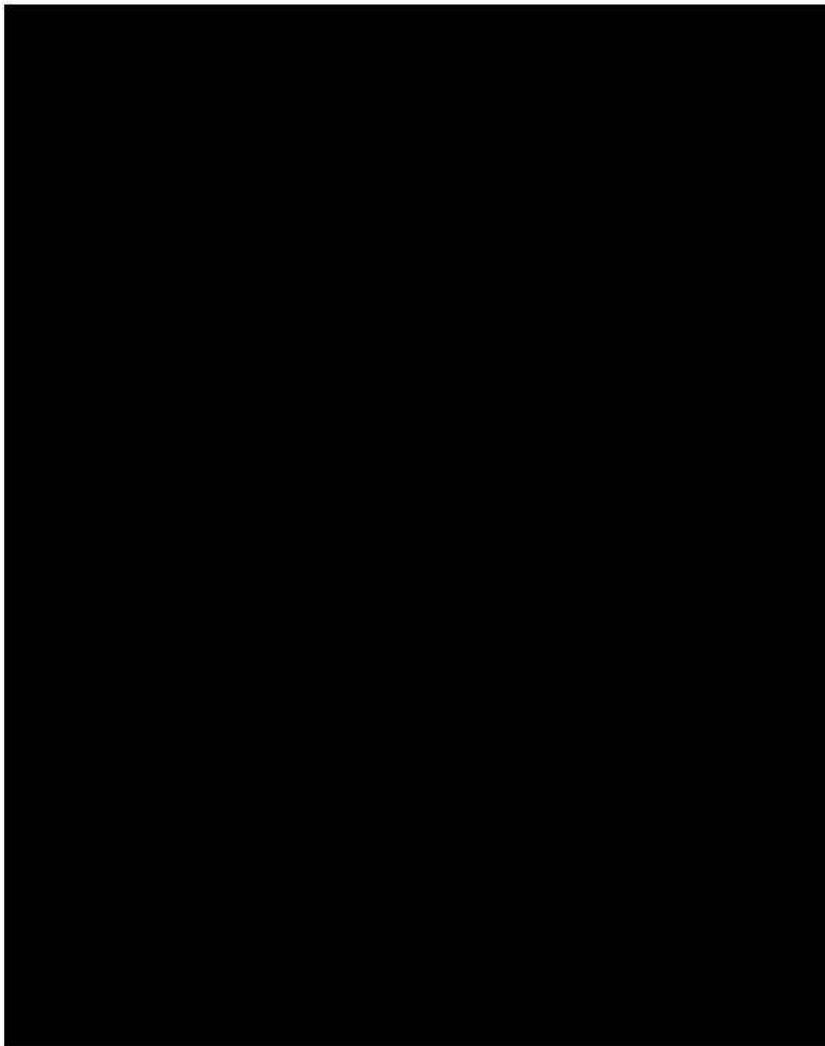
The following terms apply as of the implementation date, as defined below:

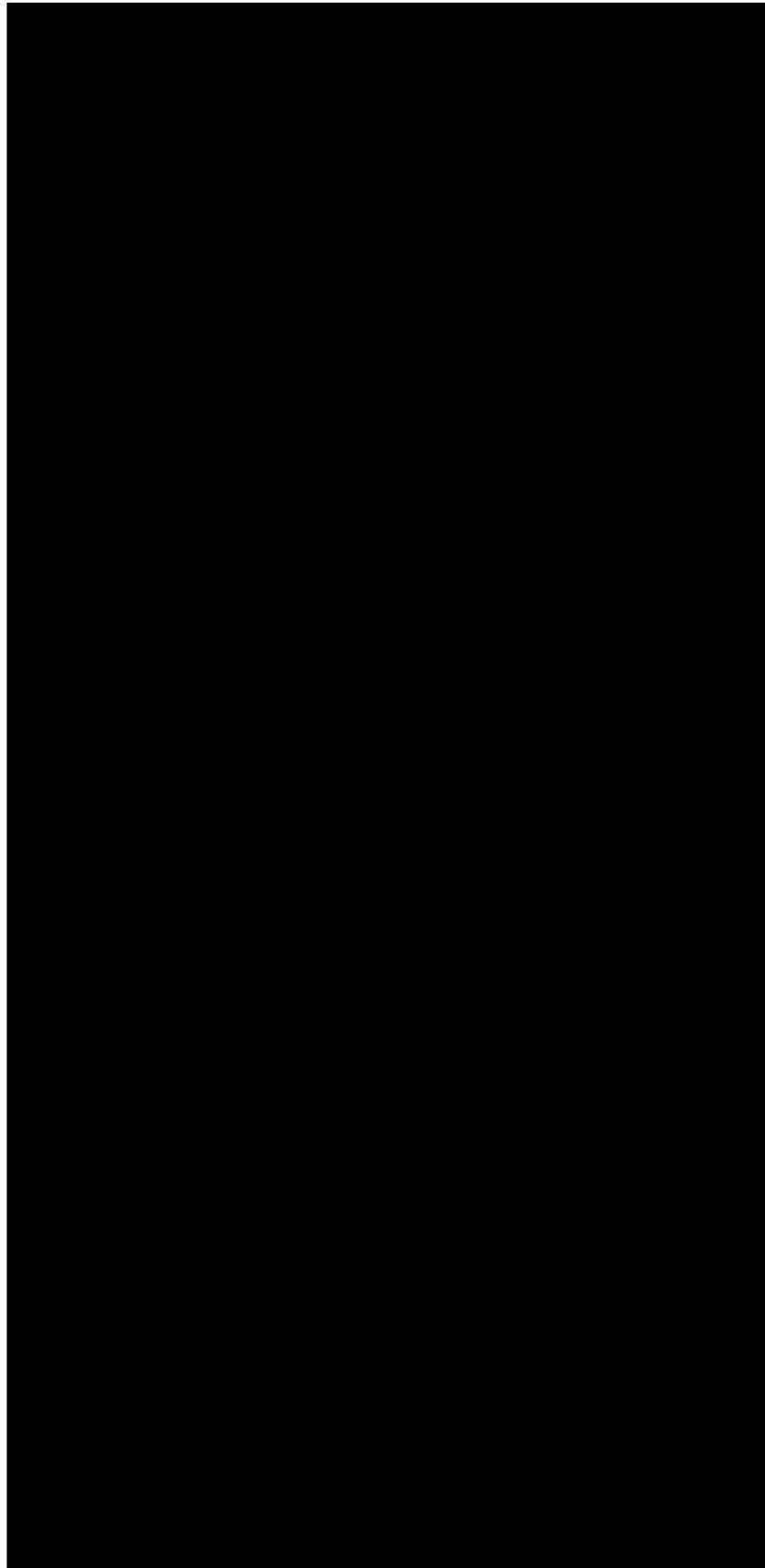
- A. Except to the extent different terms or prices are specified in this contract, applicable provisions of the Domestic Mail Manual (as may be regularly updated by the Postal Service and posted at http://pe.usps.com/text/dmm300/dmm300_landing.htm and of other postal laws and standards apply to mail tendered under this contract.
- B. This contract applies only to Customer's unit loads (sacks) handled by the Postal Service as Priority Mail Open and Distribute (PMOD) [REDACTED]
[REDACTED] as well as Customer's unit loads (pallets and pallet boxes) handled by the Postal Service as Palletized Priority Mail Open and Distribute (PPMOD) containers via surface transportation only and that do not exceed [REDACTED]. Containers will be prepared and labeled in the manner specified by the Postal Service, for destinations as designated by the Postal Service based on customer origin points. (Collectively, "Contract Packages")



- C. Customer will pay for unit loads eligible for customized pricing under this contract as specified by the Postal Service, using either: (a) a separate permit number to ship Contract Packages, or (b) PC Postage with a unique Mailer ID to ship Contract Packages, or (c) using the Electronic Verification System (eVS).



- E. Customized Priority Mail Open & Distribute (PMOD) Prices. Beginning on the contract's effective date, Customer will pay the applicable prices shown in Table 1 below until the first anniversary of the contract's effective date.





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- F. Customized Palletized Priority Mail Open & Distribute Prices (PPMOD). Beginning on the contract's effective date, Customer will provide their own Gaylord Containers and pay the applicable prices shown in the table below, until the first anniversary of the contract's effective date.
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F. Annual Adjustment

1. For subsequent years of the contract, beginning on the first anniversary of the contract's effective date, customized prices under this contract will be the previous year's prices plus the most recent (as of the anniversary date) average increase in prices of general applicability, as calculated by the Postal Service, for Priority Mail Commercial Plus.
2. Customized prices for the subsequent years will be calculated by the Postal Service and rounded up to the nearest whole cent. If the Postal Service maintains or decreases published rates of applicability for Priority Mail Commercial Plus, there shall be no change to contract pricing for that contract year.

II. Regulatory Review and Effective Date

This contract is subject to approval by Postal Service senior management and/or the Governors of the Postal Service Governors as well as by the Postal Regulatory Commission ("the Commission"). In accordance with Title 39 and the Commission's Rules of Practice and Procedure, and upon approval of the Postal Service Governors, the Postal Service will make required filings with the Commission. The effective date of this contract shall be one business day following the day on which the Commission issues all necessary regulatory approval.

III. Expiration Date and Termination

This contract shall expire three (3) years from the effective date, unless (1) terminated by either Party with 30 days' notice to the other Party in writing, (2) renewed by mutual agreement in writing, (3) superseded by a subsequent contract between the Parties, (4) ordered by the Commission or a court, or (5) required to comply with subsequently enacted legislation.

If, at the conclusion of this contract term, both parties agree that preparation of a successor SSC is active, the SSC will be extended for up to two (2) ninety (90) day periods with official notification to the Commission within at least seven (7) days of the contract's expiration date. Upon both parties agreement of the extension, the escalation clause will be implemented in Section I.F, throughout the extension period.

IV. Appeals

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this contract by submitting a written appeal within 30 days of receipt of notification of the determination giving rise to the appeal to: Manager, Pricing and Classification Service Center, 90 Church St. Ste. 3100, New York, NY 10007-2951 ((212) 330-5300 / Fax: (212) 330-5320). The decision of the PCSC Manager will be administratively final. Any decision that is not appealed as prescribed becomes the final Postal Service decision.

V. Confidentiality

Customer acknowledges that as part of securing approval of this contract, the contract and supporting documentation will be filed with the Postal Regulatory Commission in a docketed proceeding. The Postal Service shall request from the Commission non-public treatment of information that the Postal Service deems to be eligible for protection from public disclosure when it files such material with the Commission, including Customer's identity, the terms of this contract, and supporting data relating to postal costs, prices, and Customer's shipping profile. The Postal Service will redact such information from its public filing. Customer authorizes the Postal Service to determine the scope of information that must be made publicly available in the Commission's docketed proceeding. Customer further understands that any unredacted portion of this contract or supporting information will be available on the Commission's public website, www.prc.gov. At the request of Customer, the Postal Service will notify Customer of the docket number of the Commission proceeding once assigned. Customer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. Customer agrees to treat as confidential and not disclose to third parties absent express written consent by the Postal Service any information related to this contract that is determined by the Commission to be non-public.

VI. Amendments

This contract shall not be amended except expressly, in writing, by authorized representatives of the Parties.

VII. Assignment

Neither Party may, or shall have the power to, assign its rights under the contract or, delegate its obligations hereunder, without the prior consent of the other; such consent is not to be unreasonably withheld. In addition, in the event that Customer is merged with or into or acquires another entity, pricing under this contract following such merger or acquisition shall apply only to mail sent by the entity existing prior to the merger or acquisition. Following any such merger or acquisition, the parties may negotiate in good faith to extend, modify or enter into a new contract applicable to the merged or acquired entity.

VIII. Waiver

Any waiver by a party shall not constitute a waiver for any future occurrence. No waiver shall be valid unless set forth in writing executed by the party waiving such provision.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed
as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: 

Printed Name: CLIFF RUCKER

Title: VP Sales

Date: 6/24/15

